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services to subscribers in the County, the County agrees that, notwithstanding any other provision of law, upon Comcast's written request the County shall: (i) permit Comcast to provide video services to subscribers in the County on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between Comcast and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to subscribers in the County. The County and Comcast shall implement the provisions of this Section within sixty (60) days after Comcast submits a written request to the County. Notwithstanding any provision of law that imposes a time or other limitation on Comcast's ability to take advantage of the changed law's provisions, Comcast may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4 Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the County under Sections 12.2 or 12.3 shall supersede this Agreement, and Comcast, at its option, may terminate this Agreement or portions thereof, upon written notice to the County, without penalty or damages.

12.5 The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides Cable Services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 13 Governmental Access Channel

13.1 Use of a Channel Position combining governmental access programming from both Washington County and the Town of Jonesborough, shall be provided by Comcast in accordance with the Cable Act, Section 611, and as further set forth below. "Channel Position" means a number designation on Comcast's channel lineup regardless of the transmission format (analog or digital). Such number designation shall be at Comcast's sole discretion. Comcast does not relinquish its ownership of or ultimate right of control over a Channel Position by designating it for governmental access use. Governmental access users acquire no property or other interest by virtue of the use of a Channel Position so designated. Comcast shall not exercise editorial control over any governmental use of a Channel Position. The County shall be responsible for developing, implementing, interpreting and enforcing rules for Governmental Access Channel use.

13.2 A "Governmental Access Channel" is a Channel Position designated for noncommercial use by the County for the purpose of showing local government at work. Comcast shall designate a Channel Position for government video programming provided by the County. Unused time on the Channel Position may be utilized by Comcast subject to the provisions for "fallow time" below.

13.3. Comcast Use of Fallow Time. Because a blank or under utilized Government Access Channel is not in the public interest, in the event the County or other government access user elects not to fully program the Government Access Channel, Comcast may program unused time on such channel subject to reclamation by the County upon no less than sixty (60) days prior written notice.

13.4. Indemnification. The County shall indemnify Comcast for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming shown on the Governmental Access Channel and from claims arising out of the County's rules for or administration of access.

SECTION 14 - Miscellaneous Provisions

14.1. Force Majeure. Comcast shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Comcast's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which Comcast's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

14.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

Washington County
Office of the County Mayor
PO Box 219
Jonesborough, TN 37659

To Comcast:

Comcast of the South
Attn: General Manager
1794 Old Gray Station Rd.
Johnson City, TN 37615

with a copy to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government &
600 Galleria Parkway, Suite 1100
Atlanta, GA 30339